



## UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

325 West "F" Street, San Diego, California 92101-6991

In Re \_\_\_\_\_

BANKRUPTCY NO. \_\_\_\_\_

Debtor. \_\_\_\_\_

RS NO. \_\_\_\_\_

Moving Party \_\_\_\_\_

Respondent(s) \_\_\_\_\_

**ORDER ON NONCONTESTED MOTION FOR RELIEF FROM AUTOMATIC STAY** **REAL PROPERTY**     **PERSONAL PROPERTY**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through \_\_\_\_\_ with exhibits, if any, for a total of \_\_\_\_\_ pages, is granted. Motion Docket Entry No. \_\_\_\_\_

//

//

//

//

DATED: March 25, 2010

  
Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

(Firm name)

By: \_\_\_\_\_  
Attorney for Movant

The Motion of \_\_\_\_\_,

("Movant"), for relief from the automatic stay having been filed with the above-entitled court on \_\_\_\_\_, and

The Notice of Filing of a Motion for Relief from Automatic Stay (a file-stamped copy of which is attached hereto as Exhibit A OR Notice Docket Entry No.\_\_\_\_\_, if filed electronically), the Motion, and accompanying Declarations having been served upon the parties named below on \_\_\_\_\_, and

- Debtor (*Name*):
- Debtor's Attorney (*Name*):
- Trustee (*Name*):
- United States Trustee (in Chapter 11 & 12 cases), and
- Others, if any (*Name*):

No objection or Request for Hearing having been filed by or on behalf of the Debtor, IT IS HEREBY ORDERED as follows:

The automatic stay pursuant to 11 U.S.C. Section 362 is hereby terminated for all purposes as to Movant in connection with the estate's and the debtor's interest in

1.  The following real property:
  - a. Street address of the property including county and state:
  - b. Legal description is  attached as Exhibit A or  described below:
2.  The following personal property as described  below or  in Exhibit B attached:

IT IS FURTHER ORDERED that (*Optional*):

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

PUBLIC RECORDS of RIVERSIDE COUNTY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

#### PARCEL 1:

LOT 20 OF TRACT 3831, IN THE CITY OF CANYON LAKE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGES 38 TO 50, RECORDS OF SAID COUNTY.

#### PARCEL 2:

AN EASEMENT TO BE USED IN COMMON WITH OTHERS OVER LETTERED LOTS "D" THROUGH "S" OF TRACT 3831, AS PER MAP RECORDED IN BOOK 60, PAGES 38 TO 50, RECORDS OF SAID COUNTY.

Parcel ID Number: 354-072-020-7  
22082 LOCH LOMOND DR.  
CANYON LAKE  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92587 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

W-6A(CA) (0207)

Page 3 of 15

I HEREBY CERTIFY THIS TO BE  
AN EXACT COPY OF THE ORIGINAL

Form 3005 1/01

*[Signature]*